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February 1, 2018

The Honorable Jocelyn Boyd Chief Clerk Public Service Commission of South Carolina 101 Executive Center Dr., Suite 100 Columbia, South Carolina 29210

Re:

Approval of Second Negotiated Amendment to Interconnection Agreement between AT&T South Carolina<sup>1</sup> and Wide Voice, LLC ("CLEC") Pursuant to Sections 251 and 252 of the federal

Talanamentiania Act of 1004

Telecommunications Act of 1996

Docket No. 2015-262-C

Dear Ms. Boyd:

AT&T South Carolina and CLEC respectfully submit for the Commission's approval, pursuant to Section 252(e) of the federal Telecommunications Act of 1996 ("the Act"), the attached amendment to the parties' interconnection agreement. This amendment, which was negotiated pursuant to Sections 251 and 252 of the Act, also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Section 252(e) of the Act charges the Commission with approving or rejecting this amendment within 90 days of its submission. The Commission may only reject the amendment if it finds that: the amendment or any portion of it discriminates against a telecommunications carrier not a party to it; or implementation of the amendment or any portion of it is not consistent with the public interest, convenience and necessity. The parties to the amendment represent that neither of these reasons exists and that the Commission should approve the amendment.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely yours,

Richard T. Howell

Richard T. Herselfma

RTH/mr Attachment

cc: James E. McDaniel

BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina

Version: 4Q15 - 10/20/15

## **AMENDMENT**

## **BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

**AND** 

WIDE VOICE, LLC



Signature Page/AT&T-21STATE Page 2 of 2 WIDE VOICE, LLC Version: 4Q15 – 10/20/15

Signature: eSigned - Patrick J. Chicas

Name: eSigned - Patrick J. Chicas

(Print or Type)

Title: President and CTO

(Print or Type)

Date: 09 Jan 2018

Wide Voice, LLC

State	CLEC OCN
ALABAMA	764A
CALIFORNIA	252F
FLORIDA	704G
NEVADA	253F
TEXAS	706G

Description	ACNA Code(s)
ACNA(s)	WVI

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 11 Jan 2018

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, KENTUCKY, AT&T LOUISIANA,AT&T AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

## AMENDMENT TO THE AGREEMENT **BETWEEN** WIDE VOICE, LLC AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC will be delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs; and

WHEREAS, the Parties wish to amend the Agreement, pursuant to Sections 251 and 252 of the Act, to include certain provisions relating to WC Docket No. 13-97 approved by the FCC.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

- The Recitals are incorporated into this Amendment.
- "Interconnected VoIP Provider" or "IVP" as used in this Agreement is the entity set forth in the Preamble and that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 153(57) and for the purposes of this Agreement, refers to a specific Interconnected VoIP Provider that is a Party to this Agreement.
- 3. AT&T and CLEC will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from CLEC's end users as provided for in the Agreement.
- 4. AT&T-21STATE shall route such IVP traffic destined for CLEC's directly connected end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic. AT&T-21STATE shall not be responsible for any misuse of CLEC's codes by IVP in the LERG.
- By agreeing to exchange traffic pursuant to this Agreement, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
- This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

- Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
- EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 11. For all States except Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

## Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Wide Voice, LLC	Interconnection	
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Wide Voice, LLC	Interconnection	
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Wide Voice, LLC	Interconnection	
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Wide Voice, LLC	Interconnection	
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Wide Voice, LLC	Interconnection	
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Wide Voice, LLC	Interconnection	
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Wide Voice, LLC	Interconnection	
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Wide Voice, LLC	Interconnection	
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Wide Voice, LLC	Interconnection	
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Wide Voice, LLC	Interconnection	
Michigan Bell Telephone Company d/b/a	Wide Voice, LLC	Interconnection	

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	
AT&T MICHIGAN			
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Wide Voice, LLC	Interconnection	
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Wide Voice, LLC	Interconnection	
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Wide Voice, LLC	Interconnection	
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Wide Voice, LLC	Interconnection	
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Wide Voice, LLC	Interconnection	
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Wide Voice, LLC	Interconnection	<u>—</u> I
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Wide Voice, LLC	Interconnection	1
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Wide Voice, LLC	Interconnection	